

Xero Beautiful Business Fund - Partner referral incentive competition - 2023

Terms and conditions

1. This competition (**Competition**) is conducted on behalf of the Xero entity for the country you live in (as set out in the table at the bottom of these terms and conditions) (**Xero, we, our or us**), and is open from 10am NZST on Wednesday 23 August 2023 until 5pm Local Time (AEST, NZDT, BST, PDT, SAST or SGT) on Friday 6 October 2023 (**Competition Period**). Xero may, at its sole discretion, extend the Competition Period. By entering the Competition, an entrant (**Entrant, you or your**) agrees to be bound by these terms and conditions (**T&Cs**) and the additional terms and conditions set out in Schedule 1 for entrants located in Canada and Schedule 2 for entrants located in the United States (the **Additional Terms**, and collectively with the T&Cs when applicable, the **Terms**).
2. To be eligible to enter the Competition (**Eligible**), an Entrant must
 - a. be a legal resident of one of the following countries prior to, and for the duration of, the Competition Period:
 - i. Australia;
 - ii. Canada (excluding Quebec);
 - iii. United Kingdom;
 - iv. United States (excluding Puerto Rico and the U.S. Virgin Islands and other U.S. territories and possessions);
 - v. New Zealand;
 - vi. Singapore; or
 - vii. South Africa; and
 - b. be over the age of 18 years old.
3. To be eligible to participate in the Competition, an Eligible Entrant must satisfy the following requirements (unless other requirements are set out in the Additional Terms applicable to you), following which the Entrant will be deemed to be registered as a participant in this Competition (**Participant**) and accepted the Terms:
 - a. Be a Xero Accounting or Bookkeeping Partner;
 - b. Have been named as a 'Referrer' on a Xero Beautiful Business Fund application (each instance, a **Referral**); and
 - c. comply with the Terms,all within the Competition Period (together, **Entry Criteria**, and each an **Eligible Entry**).
4. There will be a total of six (6) winners drawn by Xero from the Participants that have met the Entry Criteria (each, a **Winner**), in the following categories:

- a. 1-9 Referrals - Five (5) Winners (**Draw One**); and
 - b. 10 or more Referrals - One (1) Winner (**Draw Two**).
5. The Winners will be randomly drawn from all Eligible Entries.
6. Each Winner will receive:
 - a. Draw One: A Visa (or equivalent) gift card valued at NZ\$200; AU\$200; US\$115; CA\$160; SG\$150; GB£100; or ZAR2280, depending on the location of the Winner; or
 - b. Draw Two: A trip for one (1) person to Xerocon 2024 in either London or the United States (at the Winner's choice) including:
 - i. a Xerocon pass for one (1) person; and
 - ii. a travel voucher from a reputable local travel agency in the Winner's home country valued at NZ\$7,000 (provided in local currency equivalent at time of winning, of the Winner's home country). Winner will be responsible for their own travel and accommodation bookings and all other expenses;

each a **Prize**.

Prizes are not redeemable for cash and are not transferable. Xero gives no warranties, representations or advice in respect of a Prize. Winners are responsible for ensuring that the Prize meets their requirements in all respects. The odds of winning a prize depends on the number of Eligible Entries received during the Competition Period.

7. Each Winner will be notified by Xero within 7 days after the end of the Competition Period and will be advised as to how the Prize will be made available to them. If a Winner cannot be contacted or does not respond within 7 days from the date on which Xero first notifies them by direct message on the applicable platform, Xero reserves the right to withdraw the Prize (in which case the Winner will be deemed to have forfeited the Prize) and to award it to the next Participant to meet the Entry Criteria. That awarded Participant will then be a Winner for the purposes of the Terms. Xero will publish the Winners' names on www.xero.com.
8. Xero's decisions on all matters relating to this Competition (including but not limited to registration of Participants and determination of the Winners, the awarding of the Prize and the operation of the Competition) will be final and no correspondence will be entered into regarding any of the foregoing.

9. An Entrant will receive one (1) Entry into the Competition for each Referral they receive.
10. No purchase is required to enter the Competition.
11. This Competition is not open to (a) a director, member, employee or agent of, or consultant of any company in the Xero group of companies or any other person who directly or indirectly controls or is controlled by Xero; (b) a supplier of goods or services in connection with this Competition; and (c) the spouses, life partners, or immediate family members of the parties referred to in (a) and (b).
12. All prize winners may be requested to have their name, city/region and/or photo published on any marketing material, as well as any statements made. By accepting the Draw Two Prize, the winner of Draw Two agrees to their name and image being used for promotional material related to the results of this Competition. The winner of Draw Two may also be required to answer questions from Xero for the purposes of Xero promotional materials.
13. Xero may be required to publish or make available details of the Competition, including the company name, surname and region of each Winner. You can object to your details being published or made available, or reduce the amount of information published or made available, by emailing privacy@xero.com - note Xero may still be required to provide your details as required by law.
14. To the extent permitted by law, Xero and its affiliates and each of their respective directors, officers, employees, representatives, and agents, including without limitation any judges of the Competition (together, the **Representatives**, and together with Xero and its affiliates, the **Released Parties**) shall not be liable in any way (including, without limitation, in negligence), for any loss or damage whatsoever suffered (including, without limitation, direct, indirect or consequential loss, or the right to have damages multiplied or increased) or for any loss or damage or personal injury suffered or sustained in connection with the Competition, or acceptance, possession, or use or misuse of the Prize, and you hereby release the Released Parties from any claims or damages arising out of or related to your participation and/or entry in the Competition and/or your receipt, acceptance, possession or use or misuse of the Prize awarded in this Competition. For the avoidance of doubt, and without prejudice to the generality of the foregoing, you release the Released Parties from any loss, damages or cause of action in relation to (a) any technical errors associated with the Competition; (b) unauthorized human intervention in the Competition; and (c) any other errors or problems in connection with the Competition, including, without limitation, errors that may occur in the administration

of the Competition. You also agree that unless you are prohibited from law in doing so, you promise you will bring any and all disputes, claims and causes of action against the Released Parties, without resort to any form of class action.

15. All use of Xero's services is subject to Xero's terms of use and privacy notice.

16. If there's any part or provision of these Terms that is declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of these Terms shall remain in full force and effect.

17. The following table sets out, for the country you live in, the applicable Xero entity and the laws that govern these Terms:

Country	Xero entity and address	Registration	Law
Australia	Xero Australia Pty Limited 1/6 Elizabeth Street Hawthorn Melbourne VIC 3122	160661183	Victoria, Australia
Canada	Xero Software (Canada) Ltd. Suite 2600, Three Bentall Centre PO Box 49314, 595 Burrard Street Vancouver, British Columbia, V7X 1L3	784104515	Ontario, Canada
United Kingdom	Xero (UK) Limited Bank House 171 Midsummer Boulevard Milton Keynes, MK9 1EB	06071722	England (unless you are resident in South Africa, in which case the laws of South Africa shall apply)
South Africa	Xero South Africa (Pty) Limited	2017/117381/07	South Africa

	<p>FAO Xero South Africa (Pty) Ltd, Central Office Park Unit 4, 257 Jean Avenue, Centurion, Gauteng, 0046, South Africa, PO Box 7750, Centurion, Gauteng, 0046, South Africa</p>		
United States	<p>Xero, Inc. 1615 Platte Street Suite 400 Denver, CO 80202</p>	Not applicable	California, USA
New Zealand	<p>Xero (NZ) Limited 19-23 Taranaki Street Te Aro Wellington 6011</p>	4123758	New Zealand
Singapore	<p>Xero (Singapore) Pte. Ltd. 1 Raffles Place #36-01, One Raffles Place, Singapore (048616)</p>	201607 789C	Singapore

Schedule 1 - Canada Schedule

The following additional terms and conditions (**Canada Schedule**) apply to Competition participants located in Canada. If there is a conflict between this Canada Schedule and the T&Cs, this Canada Schedule will control. Capitalized but undefined terms in this Canada Schedule have the meanings given to them in the T&Cs.

No purchase or payment of any kind is necessary to enter or win a prize in the Competition. A purchase or payment will not affect your chances of winning a prize. You have not yet won. Correctly answered mathematical skill-testing question required. The Competition is void where prohibited by applicable law or regulation.

1. The Competition Period in Canada is from 6:00pm (EDT) Tuesday, 22 August 2023 until 5:00pm (EDT) Friday, 6 October 2023.
2. You are eligible to enter the Competition if you are a resident of Canada (excluding the Province of Quebec) and you have reached the age of majority in the province/territory of residence. Entrants must also have a physical address in Canada. Eligibility for the Competition is subject to all applicable federal, provincial and local laws, rules and regulations. You are responsible for confirming if your participation in the Competition or acceptance of the Prize violates any applicable law, rule, regulation, or contract between you and any third party (e.g., any existing assignment of rights or license to any intellectual property created by you).
3. **No purchase necessary.** There are ways to enter the Competition: During the Competition Period, an eligible Entrant must either:
 - a. Meet the requirements as set out in Section 3 of the T&Cs for one (1) automatic Eligible Entry; or
 - b. On a plain piece of paper, hand-print your full name, complete mailing address (including postal code), daytime telephone number (including area code), and write a (i) 100 word for Draw One or (ii) 500 word essay for Draw Two, on "Why Xero is my preferred accounting platform", and mail to: Beautiful Business Fund Xero Software (Canada) Ltd, Suite 2600, Three Bentall Centre, PO Box 49314, 595 Burrard Street Vancouver, British Columbia, V7X 1L3. All mail-in entries must be postmarked no later than Friday, 6 October 2023 and received before the draw date.
4. Prizes are non-refundable, cannot be replaced if lost or stolen and are provided on an "as is" basis. No prize substitutions, except by Xero, who reserves the right to substitute the Prize with another prize of comparable or greater value if the Prize is not available for any reason as determined by Xero in its sole discretion. The odds of winning a prize in each region depends on the number of eligible entries received during the Competition Period. By entering the Competition, the Entrant agrees to abide by Xero's decisions, all of which shall be final.
5. Winner is responsible for any and all applicable federal, provincial, territorial, local or foreign taxes (and the reporting thereof), if any, and for all other unspecified expenses,

fees, charges, or duties associated with acceptance or use of the Prize. It is the individual Winners' responsibility to understand and abide by any federal, provincial, territorial, local or foreign tax laws that may apply to receipt of the Prize.

6. Before being confirmed as a Winner, the potential winner will be required to (a) correctly answer, without assistance of any kind whatsoever mechanical or otherwise, a mathematical skill-testing question in no more than five (5) minutes, and (b) sign and return a Release Form (or similar document) to be provided by Xero, in order to be eligible to win the Prize, and (c) complete any additional documents (e.g., legal or tax-related) as provided by Xero in connection with the awarding of the Prize (the **Prize Claim Steps**). If the potential winner fails or refuses to reply as set forth above and doesn't complete the Prize Claim Steps within ten (10) business days of Prize notification, the Winner may be disqualified and will forfeit their Prize, and an alternate Winner may be selected by Xero in its sole discretion. Once eligibility has been verified and Xero receives the Winner's requested information, Xero will arrange to award the Prize. If the potential Winner is unable to participate in or accept the Prize or any portion of the Prize for any reason, Xero will have no further obligation to the potential Winner. Prize or Prize Claim Steps returned as undeliverable will result in forfeiture of the Prize. Xero expressly reserves the right to delay the announcement of the Winner for any reason Xero deems necessary. In addition, Xero reserves the right to, in its sole discretion, select an alternate Winner in the event that any potential winner fails to comply with the Terms or fails to execute the documentation within the time frame specified.
7. By registering as a participant in the Competition you agree to the Terms, and Xero's [Privacy Notice](#). Xero's use of any personal information that you provide to Xero will be in accordance with Xero's Privacy Notice. By registering as a participant in the Competition, you consent to the collection, use and disclosure of your personal information solely for the purposes of administering the Competition. Please note that personal information provided as part of this Competition may be collected in, transferred to and processed and stored in jurisdictions outside of Canada. Such information will be subject to the general laws applicable within those jurisdictions, including, without limitation, possible access by regulatory authorities.
8. Xero reserves the right, in its sole discretion, to cancel, modify or suspend the Competition if any fraud or any other factor impairs the integrity or proper functioning of the Competition, for any other reason whatsoever without liability. In the event of termination of the Competition, Xero may award the Prize from among the eligible entries received up to the time of the suspension or termination, whichever date occurred first.
9. In the event that Xero is prevented from awarding the Prize or continuing with the Competition as contemplated herein by any event beyond its control, including without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite, technical or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, provincial, territorial, or local government law,

order, or regulation, public health crisis (e.g. Covid19), order, tribunal or governmental authority, then Xero shall have the right to modify, suspend, or terminate the Competition. If the Competition is terminated before the designated end date, Xero will draw the Winners from all entries meeting the Entry Criteria received as of the date of the event giving rise to the termination.

10. Any attempt by an Entrant or any other individual to undermine the legitimate operation of this Competition may be a violation of criminal and/or civil laws. Should any such attempt be made, Xero reserves the right to seek remedies and damages to the fullest extent permitted by law.
11. Neither Xero nor its subsidiaries nor affiliates, nor any of their respective Representatives are responsible for (a) theft, alteration, destruction or unauthorized access to entries; (b) problems downloading or uploading any Competition-related information or data to or from any website or platform; (c) any other technical failures or malfunctions of, or experienced by, any electronic equipment, computer systems (including, without limitation, hardware, software, SaaS or other platforms, including, without limitation, any social media platform), servers, or service or other providers, phone lines, the public internet; or (d) failure of any electronic mail entry to be received by Xero on account of technical problems, traffic, congestion on the internet or any website or platform, or any other technical problems related to website or platform entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit your ability to participate in this Competition.
12. Copies of the T&Cs and this Canada Schedule are available on Xero's website (www.xero.com). If you have any questions regarding the Competition, or if you would like a list of the Competition Winners once they are named, please contact Xero at: xerobbfund@xero.com .

Schedule 2 - US Schedule

The following additional terms and conditions (**US Schedule**) apply to Competition participants located in the United States of America. If there is a conflict between this US Schedule and the T&Cs, this US Schedule will control. Capitalized but undefined terms in this US Schedule have the meanings given to them in the T&Cs.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU ARE NOT REQUIRED TO BE A CUSTOMER OF XERO ALTHOUGH CUSTOMERS OF XERO ARE WELCOME TO ENTER. THE COMPETITION IS VOID WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION.

1. The Competition Period will be open in the United States from 3pm (PDT) on Tuesday 22 August 2023 until 5pm (PDT) on Friday 6 October 2023.
2. Entrants must be a legal resident of the United States and be 18 years of age or older (or the age a majority in the state in which they reside) at the time of entry. Entrants must also have a physical address in the United States (excluding Puerto Rico and the U.S. Virgin Islands and other U.S. territories and possessions). Eligibility for the Competition is subject to all applicable federal, state and local laws, rules and regulations. You are responsible for confirming if your participation in the Competition or acceptance of a Prize violates any applicable law, rule, regulation, or contract between you and any third party (e.g., any existing assignment of rights or license to any intellectual property created by you).
3. There are two ways to enter the Competition, both of which are online. The first way is as set out in Section 3 of the T&Cs. Alternatively, an Entrant will be deemed to be a Participant if during the Competition Period, you: (a) On a plain piece of paper, hand-print your full name, complete mailing address (including postal code), daytime telephone number (including area code), and for write a (i) 100 word for Draw One or (ii) 500 word essay for Draw Two, on "Why Xero is my preferred accounting platform", and mail to: Beautiful Business Fund Xero, Inc., 1615 Platte Street, Suite 400, Denver, CO 80202. All mail-in entries must be postmarked no later than Friday, 6 October 2023 and received before the draw date.; and (b) comply with the Terms.
4. Entry in the Competition does not constitute entry into any other promotion, competition, contest or sweepstakes.
5. Submissions for entry into the Competition received other than during the Competition Period, duplicate submissions, or all submissions that are incomplete, illegible, damaged, irregular, or that do not conform to, or satisfy, any condition of the Terms and any submissions received by automated means or means that subvert the entry process described in the Terms will be void. Xero will determine in its sole discretion, what constitutes a valid entry. Proof of submission will not be deemed to be proof of receipt of entry by Xero. Xero has no obligation to notify you if your submission is void.

6. If you opt to access the Competition via your wireless mobile device, data rates may apply for each message sent or received according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless internet access) and may appear on your mobile phone bill, or be deducted from your prepaid account balance. Wireless carrier rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Competition. Wireless mobile device service (phone and/or data) may not be available in all areas. Consult the manual for your wireless mobile device for specific instructions. Xero is not responsible for any charges or lack of functionality of wireless mobile devices. If you opt to access the Competition via a third-party's wireless mobile device, you represent and warrant that you have permission from the device owner (and associated wireless account subscriber if different than the device owner) to do so and that you have advised such person(s) of the provisions of this Section 6 which apply to them as a result of your use of their wireless mobile device. Xero expressly disclaims any and all liability related to your use of a third-party's wireless mobile device (or other device) to access or participate in the Competition or to access any related online content.
7. Neither Xero nor its subsidiaries nor affiliates, nor any of their respective Representatives are responsible for (a) theft, alteration, destruction or unauthorized access to entries; (b) problems downloading or uploading any Competition-related information or data to or from any website or platform; (c) any other technical failures or malfunctions of, or experienced by, any electronic equipment, computer systems (including, without limitation, hardware, software, SaaS or other platforms, including, without limitation, any social media platform), servers, or service or other providers, phone lines, the public internet; or (d) failure of any electronic mail entry to be received by Xero on account of technical problems, traffic, congestion on the internet or any website or platform, or any other technical problems related to website or platform entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit your ability to participate in this Competition.
8. Only one Prize will be awarded per winning entry.
9. Prize is provided on an "as is" basis and is not redeemable for cash. Winner is responsible for any and all applicable federal, state, and local taxes, if any, and for all other unspecified expenses, fees, charges, or duties associated with acceptance or use of the Prize. No substitution of the Prize is permitted.
10. Winners will be required to execute an Affidavit of Eligibility, a Liability Release (or similar document), and (where legal) a Publicity Release, and W-9 tax payer request for identification (collectively, "**Prize Claim Documents**"). If any Winner fails or refuses to reply as set forth above and sign and return all Prize Claim Documents within ten (10) business days of Prize notification, the Winner may be disqualified and will forfeit their Prize, and an alternate prize Winner may be selected by Xero in its sole discretion. Once eligibility has been verified and Xero receives the Winner's requested information,

Xero will arrange to award the Prize. Winners must also complete any and all additional documents (e.g., legal or tax-related documents) provided by Xero (if any) in connection with the awarding of the Prize and return them as instructed within the time frame specified or Winner may be disqualified or forfeit Prizes at Xero's sole discretion. If a potential Winner is unable to participate in or accept the Prize or any portion of the Prize for any reason, Xero will have no further obligation to the potential Winner. Prize or Prize Claim Documents returned as undeliverable will result in forfeiture of the Prize. Xero expressly reserves the right to delay the announcement of the Winner for any reason Xero deems necessary. In addition, Xero reserves the right to, in its sole discretion, select an alternate Winner in the event that any potential winner fails to comply with the Terms or fails to execute the documentation within the time frame specified.

11. Xero reserves the right, in its sole discretion, to cancel, modify or suspend the Competition if any fraud or any other factor impairs the integrity or proper functioning of the Competition, or for any other reason whatsoever without liability.
12. In the event that Xero receives an insufficient number of entries that meet the Entry Criteria and/or Xero is prevented from awarding the Prize or continuing with the Competition as contemplated herein by any event beyond its control, including without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite, technical or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g., Covid19), order of any court, tribunal or governmental authority, then Xero shall have the right to modify, suspend, or terminate the Competition. If the Competition is terminated before the designated end date, Xero will (if possible) judge all entries meeting the Entry Criteria received as of the date of the event giving rise to the termination.
13. To obtain the name of the Winners and correct solution (if applicable), please contact Xero at: xerobbfund@xero.com by 31 November 2023.